

LICENSING AGREEMENT BETWEEN
KING COUNTY EMERGENCY MEDICAL SERVICES DIVISION
AND
(AGENCY)

This licensing agreement is between King County Emergency Medical Services Division of the Seattle-King County Department of Public Health ("King County"), and ("the agency"), a public governmental agency.

WHEREAS, King County has developed and holds a copyright for written documents entitled "Criteria Based Dispatch Guidelines" ("CBD Guidelines") and "Criteria Based Dispatch Basic Instructor Lesson Plan" (hereinafter "CBD Basic Lesson Plan") and "Criteria Based Dispatch Continuing Medical Education Lesson Plans" (hereinafter "CBD CME Lesson Plans"), for use by emergency medical dispatchers in King County, Washington and desires that other emergency medical agencies have the benefit of using CBD and associated training materials;

WHEREAS, "The Agency" is a public, governmental agency that seeks to promote and maintain efficient and economic EMS Services within Lewis County;

WHEREAS, "The Agency" desires to promote and make available CBD and associated training materials to the emergency dispatch center in Lewis County;

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. King County hereby grants a non-exclusive license to "The Agency" to use, reproduce and distribute CBD, subject to the provisions of this Agreement. Distribution of CBD under this agreement shall be limited to the publicly funded emergency dispatch center within Lewis County. Any other use, including but not limited to the sale or distribution of the CBD Guidelines and associated training materials, is prohibited without written consent from King County.
2. "The Agency" shall be required to make a payment of \$_____ to King County as a licensing fee, in consideration of the resources expended to negotiate this agreement and the right to use, reproduce and distribute the CBD Guidelines and associated training materials.

3. "The Agency" may make minor modifications to the CBD Guidelines, CBD Basic Lesson Plan and CBD CME Lesson Plans to meet the specific needs and procedures of EMS Services requesting such modifications. In order to assure King County's copyright is protected, these changes shall be limited to:
 - A. Adding "The Agency"'s name and logo to the CBD;
 - B. Cosmetic changes necessary for efficient duplication and distribution of the CBD;
 - C. Moving dispatch criteria between columns and changing response levels;
 - D. Minor changes in wording of the Vital Points interrogation questions, to reflect agency changes in response criteria;
 - E. Minor changes in wording to the Pre-Arrival instructions to reflect medical control preferences for that agency; and
 - F. Minor changes in the Basic Lesson Plan or CBD CME Lesson Plans to reflect changes in the CBD Guidelines for that agency.

No further modifications can be made without written permission from King County.

4. After a signed and fully executed licensing agreement is on file with King County, "The Agency" may schedule Basic EMD training to occur for "The Agency" "The Agency" shall contact representatives from King County to ensure no scheduling conflicts occur. Upon 6 weeks notice prior to the course date, King County shall provide one (1) copy of the CBD Guidelines, the CBD Basic Lesson Plan Student Study Guide and student handouts for a Basic EMD training course in Criteria Based Dispatch to "The Agency". This may be requested by "The Agency" as paper copies or electronic files (Pagemaker 6.0). Electronic files are for use by the "The Agency" only under the conditions of this agreement. The cost of the paper or electronic files and reproduction costs will be reimbursed to King County by "The Agency", per item 11, (D) of this agreement.
5. Upon 6 weeks notice prior to the course date, King County shall loan one (1) set of audiovisual materials (slides, video tapes and audio dispatch tapes) Lewis County for use in conducting the Basic EMD Training Course. A signed agreement, indicating the value of the course audiovisual materials, will be required prior to loan out of the course audiovisual materials. King County will invoice "The Agency" for the value of any audiovisual materials not returned within two weeks after the course or not returned in good working order.
6. After "The Agency" has trained CBD Instructors per Item 12 (A) of this agreement, King County shall agree to sell one (1) set of the CBD audiovisual materials (slides, video tapes and audio dispatch tapes) to "The Agency", upon request. The cost of the audiovisuals will be reimbursed to King County by "The Agency", per item 11 (D) of this agreement.
7. After "The Agency" has trained CBD Instructors per Item 12 (A) of this agreement, King County shall agree to sell one (1) set of the CBD CME Lesson Plans and audio visual materials to "The Agency", upon request. The cost of the CME Lesson Plans and audiovisual materials will be reimbursed to King County by "The Agency", per item 11 (D) of this agreement.

8. King County shall authorize the use of the CBD Guidelines in a Computer Aided Dispatch (CAD) system used by emergency dispatch agencies covered under this agreement, with no restrictions or fees to “The Agency”. That portion of any software or CAD system containing the Criteria Based Dispatch Guidelines, may not be sold for profit by “The Agency”, an emergency dispatch center, software company or CAD vendor.
9. “The Agency” shall provide that copies of the CBD Guidelines, printed and/or distributed by “The Agency” and/or by any emergency dispatch agency in (your area), contain the following notation:

This copy of the Criteria Based Dispatch ("CBD") Guidelines has been customized at the direction of and under the medical control of “The Agency” for emergency dispatch centers acquiring and using the CBD Guidelines pursuant to a license granted to the “THE AGENCY” by King County Emergency Medical Services Division, the copyright holder. The CBD Guidelines were developed by King County in an effort to provide the emergency medical services ("EMS") community with an effective tool for the triage of patients and efficient utilization of EMS resources. Use or alteration of these CBD Guidelines is prohibited, unless implemented via written authority of the “THE AGENCY”. King County assumes no medical control, responsibility nor liability for use of the CBD Guidelines outside King County, Washington, USA.

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10. “THE AGENCY” shall provide that copies of the CBD Basic Lesson Plan (or CBD CME Lesson Plans), printed and/or distributed by “THE AGENCY” and/or by any emergency dispatch center in (your area), contain the following copyright notation:

This copy of the Criteria Based Dispatch (CBD) Basic Lesson Plan (or CBD CME Lesson Plans) has (have) been customized at the direction of and under the medical control of “The Agency” for emergency dispatch centers acquiring and using the CBD Guidelines, and pursuant to a license granted to the “THE AGENCY” by King County Emergency Medical Services Division, the copyright holder. The CBD Basic Lesson Plan (or CBD CME Lesson Plans) was developed by King County in an effort to provide the emergency medical services ("EMS") community with an effective training program for the triage of patients and efficient utilization of EMS resources. Use or alteration of this manual is prohibited unless implemented via written authority of the “THE AGENCY”. King County assumes no medical control, responsibility nor liability for use of the CBD Guidelines outside King County, Washington, USA.

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11. “THE AGENCY” and/or individual emergency dispatch centers will reimburse King County, at a rate consistent with the actual cost to King County, plus a 10% administrative fee, for the following:
 - A. Consultation provided by EMS Division staff, to include but not limited to subject areas of CBD program development, implementation, training and/or quality improvement; whether provided in King County or in (your area).
 - B. CBD training provided by EMS Division staff in (your area), to include but not limited to travel, per diem for lodging and meals, instructor wages.
 - C. Printing and distribution of Criteria Based Dispatch Guidelines to be used by emergency dispatch centers in (your area).
 - D. Material and labor costs associated with the reproduction of all program materials to be provided to “THE AGENCY”. A cost/rate sheet will be provided to “THE AGENCY” by King County prior to the signing of this agreement.
12. “THE AGENCY” will ensure that any future Basic CBD training courses in (your area) are instructed by EMD Instructors who meet the minimum standards adopted by KING COUNTY as follows:
 - A. EMD Instructors, both dispatchers and paramedics, shall have successfully completed a King County sponsored Criteria Based Dispatch Instructor Development Course and maintained a current CBD Instructor Recertification as required by King County EMS;
13. Portions of the Basic CBD Course are to be team taught by a dispatcher and a paramedic EMD Instructors, as directed in the CBD Basic Lesson Plan:
 - (1) The medical portions of the training (i.e. medical background information, dispatch criteria and rational) must be presented by ALS certified individuals, or above (paramedic, RN or physician).
 - (2) The non-medical portions of the course (interrogation, pre-arrival instructions, short report questions, etc.) must be presented by on-line EMD's or individuals with experience managing or supervising an active EMD system.
14. This agreement shall remain in effect for a period not to exceed three (3) years after the signing of this Agreement by “THE AGENCY” or until terminated prior to that time by either party.
 - A. “THE AGENCY” may request a series of extensions to the agreement at the end of the three year term. An extension shall be requested in writing no less than 90 days

- prior to the expiration date of the agreement. The parties may renegotiate all terms of the agreement at that time.
- B. This agreement can be terminated prior to the three year expiration date in the following manner:
1. By mutual written agreement of the parties;
 2. By King County "for cause" as follows, after providing written notice to "THE AGENCY". If King County determines that a breach of this Agreement has occurred; that "THE AGENCY" has failed to comply with any terms or conditions of this Agreement; and if King County deems said breach to warrant corrective action, the following sequential procedure will apply:
 - (a) King County will notify "THE AGENCY" in writing of the nature of the breach;
 - (b) "THE AGENCY" shall respond in writing within (14 days) of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing "THE AGENCY" into compliance with the agreement, which date shall not be more than 60 days of the date of "THE AGENCY"'s response;
 - (c) King County will notify "THE AGENCY" in writing of the County's determination as to the sufficiency of "THE AGENCY"'s corrective action plan. The determination of the sufficiency of "THE AGENCY"'s corrective action plan shall be at the sole discretion of King County;
 - (d) In the event that "THE AGENCY" does not respond within the appropriate time with a corrective action plan, or "THE AGENCY"'s corrective action plan is determined by King County to be insufficient, or King County determines that no corrective action is warranted, King County may commence termination of this agreement in whole or in part.
15. "The Agency" shall indemnify and hold harmless King County and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or rising out of any negligent act or omission of "The Agency", its officers, agents and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against King County, "The Agency" shall defend the same at its sole cost and expense and if final judgement be rendered against King County its officers, agents and employees or any of them, or jointly against King County and "The Agency", their respective officers, agents and employees or any of them, "The Agency" shall satisfy same.

16. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties hereby set their hand, as dated below:

KING COUNTY

“THE AGENCY”

By:_____

Alonzo Plough, Ph.D., M.P.H
Director, Public Health –
Seattle and King County

By:_____

Date:_____

Date:_____

APPROVED AS TO FORM:

By:_____

Jane McKensie, Deputy
Prosecuting Attorney

By:_____

Date:_____

Date:_____